

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
ROANOKE DIVISION

BRUCE A. ESTES,)	
Plaintiff,)	
)	Civil Action No. 7:15-cv-00155
)	
v.)	By: Elizabeth K. Dillon
)	United States District Judge
HAROLD W. CLARKE, <i>et al.</i> ,)	
Defendants.)	

CONSENT ORDER

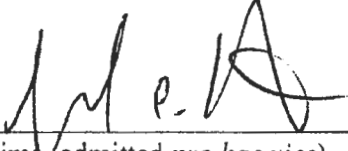
In accordance with this Court's Memorandum Opinion (Dkt. No. 159) entered on June 5, 2018 (the "Memorandum Opinion"), it is agreed by the parties and hereby ORDERED as follows:

1. The Virginia Department of Corrections ("VDOC") and the River North Correctional Center ("River North", and together with VDOC, the "Defendants") will provide River North inmate Bruce Estes with a religious diet consistent with his Orthodox Jewish beliefs;
2. For lunch and dinner, Estes will be provided with prepackaged kosher meals that contain an acceptable Orthodox Jewish kosher certification. A list of acceptable kosher certifications is attached hereto as Exhibit 1;
3. The prepackaged meals served to Estes shall be comparable in variety consistent with the Common Fare diet and periodically may provide meat (beef and/or poultry) as part of the diet. For the avoidance of doubt, the kosher diet to be provided to Estes is not intended to be purely vegetarian or pescatarian;

4. The prepackaged kosher meals served to Estes shall be either frozen meals or an assortment of frozen or shelf-stable meals;
5. The prepackaged kosher meals may be supplemented to meet nutritional requirements, which may include items that are sealed in their original packaging and contain an acceptable kosher certification;
6. The prepackaged kosher meals will be sealed and double-wrapped in foil or plastic during cooking and when served to Estes. Double-wrapped prepackaged kosher meals may be cooked in the Common Fare menu oven and served to Estes on Common Fare menu trays;
7. A temperature probe will not be used on the prepackaged kosher meals served to Estes;
8. The kosher certification from the Vaad HaKashrus of Tidewater, attached hereto as Exhibit 2, is acceptable for milk and juice;
9. Estes can be served raw fruits and vegetables, whole and uncut;
10. For breakfast, Estes will be served uncooked food, including dry cereal, cheese, bread, juice, fresh fruit, coffee and milk, but the Defendants may, as an alternative, opt to serve him with prepackaged kosher meals. All food items served to Estes at breakfast will contain an acceptable kosher certification;
11. Estes will sign the "Kosher Diet Agreement" in the form attached hereto as Exhibit 3;
12. This Consent Order and relief provided herein will apply only to Estes;
13. Estes' Shofar-related claim against the Defendants is dismissed with prejudice;
14. The Defendants will not appeal the Memorandum Opinion; and


15. Counsel for Estes will receive from the Defendants attorneys' fees and costs in the amount of \$249,000.

Dated: October 16, 2018

By: 
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Attorneys for Defendants

Entered: 10/30/2018











Elizabeth K. Dillon
United States District Judge

Exhibit 1

The most common Kosher symbols:

1.  OU Kosher – Orthodox Union
2.  OK Kosher
3.  Star-K
4.  KOF-K Kosher Supervision
5.  COR – Kashruth Council of Canada
6.  CRC – Chicago Rabbinical Council
7.  CRC – Central Rabbinical Congress
8.  Heart K – Kehillah Kosher



9. KSA – Kosher Supervision of America



10. RCC Kosher – Rabbinical Council of California



11. Rabbi Yechiel Babad – Tatikover Rav



12. Tarnopol Kashrus



13. Vaad Hakashrus Crown Heights



14. New Square Kashrus Council



15. Rabbi Menachem Meir Weissmandel



16. MK - Montreal Vaad Hair



17. Beis Din Tzedek of the Eidah Hachareidis of Jerusalem



18. KAJ - Khal Adath Jeshurun

Exhibit 2



Vaad HaKashrus of Tidewater

420 Spotswood Avenue
Norfolk, Virginia 23517

T"01

LETTER OF KOSHER CERTIFICATION

December 14, 2017
26 Kislev, 5778

To whom it may concern:

This letter certifies that all products manufactured at the State Farm Milk Processing Plant located in State Farm, VA are kosher and dairy for year-round use, excluding Passover, under the supervision of the Vaad Hakashrus of Tidewater.

This certification is valid until December 31, 2018.

Rabbi Sholom Mostofsky
Kashrus Supervisor

www.vakosher.com

phone (757) 572-6344

rabbi@vakosher.com



Vaad HaKashrus of Tidewater

420 Spotswood Avenue
Norfolk, Virginia 23517

T"DJ

LETTER OF KOSHER CERTIFICATION

December 13, 2017
25 Kislev, 5778

To whom it may concern:

This letter certifies that the following products manufactured at the Bland Correctional Center located at 256 Bland Farm Road, Bland VA are kosher and Pareve for year-round use, excluding Passover, under the supervision of the Vaad Hakashrus of Tidewater.

- 100% Orange Juice Blend from Concentrate
- 100% Apple Juice Blend from Concentrate
- 100% Fruit Punch Juice Blend from Concentrate
- Fruit Punch Flavor Drink
- Grape Flavor Drink
- Lemon Flavor Drink
- Orange Flavor Drink

This certification is valid through December 31, 2018.

Rabbi Sholom Mostofsky
Kashrus Supervisor

www.vakosher.com

phone (757) 572-6344

vakosher@gmail.com

Exhibit 3



VIRGINIA
DEPARTMENT OF CORRECTIONS

Kosher Diet Agreement 841_F8_8-18

Kosher Diet Agreement

The Virginia Department of Corrections ("VDOC") represents that the Kosher Diet provides me with an appropriate religious diet that meets or exceeds the minimum daily nutritional requirements and I agree to abide by all Kosher Diet requirements and acknowledge that I have been advised of the following:

1. If approved by the Institutional Classification Authority (ICA) and the Facility Unit Head, I agree to participate in the Kosher Diet.
2. I understand that I am eligible to receive Kosher meals.
3. I have been notified that if a transfer to another VDOC institution is necessary, I should begin receiving Kosher meals immediately upon arrival unless the transfer was for a medical emergency or for an unforeseen penalogical reason, in which case I will begin to receive Kosher meals as soon as practical, but no later than 7 days after arrival at the institution.
4. I understand that I am only authorized one tray per meal.
5. If I am observed or detected picking up or eating from a non-Kosher meal, I have been advised that I will be assessed the cost of a Kosher meal (currently \$3.25 per meal).
6. If I am observed or detected eating, trading, or possessing unauthorized food items from the main line, I have been advised that I will be assessed the cost of a Kosher meal (currently \$3.25 per meal).
7. I have been informed that I may withdraw from the Kosher Diet by submitting a written request to my institutional Counselor that I be removed. Furthermore, I understand that if I voluntarily withdraw, I cannot reapply for the Kosher Diet for six months.
8. I will not be charged the cost of a Kosher meal if I fail to pick up or eat such meal as the result of a fast day or holiday or medical issue.
9. If I choose to take Common Fare or regular meal trays every day for 14 consecutive days, VDOC has the right to interpret this as a change in my beliefs and VDOC may terminate this agreement. VDOC shall provide me with written notice of termination and I will have the ability to contest that termination through the regular Offender Grievance Procedure. Thereafter, I will still be allowed to choose between Common Fare or the regular meal plan. I understand that if this agreement is terminated under this provision, I cannot reapply for the Kosher Diet for six months.

Offender Signature			
Offender Name and Number (please print)			
Date			
Staff Witness			
Institution			

Original: Scan into VACORIS

Copy: Offender